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26 MILK SPECIALTIES GLOBAL

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

MILK SPECIALTIES COMPANY d/b/a
MILK SPECIALTIES GLOBAL, a Delaware
corporation,

Plaintiff,

v.

SANDAIR CORPORATION d/b/a
CALIFORNIA FREIGHT SALES, a
California corporation,

Defendant.

AND RELATED COUNTER-CLAIMS

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Complainant
SANDAIR CORPORATION, d/b/a CALIFORNIA
FREIGHT SALES, a California corporation

Case No. 2:24-cv-01310-KJM-CSK

STIPULATION AND ORDER

1 The parties have stipulated to the following facts:

2 On May 7, 2024, Plaintiff/Counter-Defendant/Cross-Complainant Milk Specialties
3 Company d/b/a Milk Specialties Global (“MSG”) filed a complaint against
4 Defendant/Counterclaimant/Cross complainant Sandair Corporation d/b/a California Freight Sales
5 (“CalFreight”) in the above-captioned action (the “Action”) (ECF No. 1) (the “Complaint”). MSG’s
6 claims in the Complaint include negligence and promissory estoppel.

7 On November 12, 2024, CalFreight filed counterclaims against MSG and Roes 1-25 in the
8 Action (ECF No. 27) (the “Counterclaims”). CalFreight’s claims in the Counterclaims include
9 breach of contract, promissory estoppel, and unjust enrichment.

10 On November 12, 2024, CalFreight also filed a Cross-Complaint against Cross-Defendants
11 Cencal Transport LLC (“Cencal”), OU Freight LLC d/b/a O7 Umarov Co. (erroneously named as
12 O7 Umaroc Co.) (“OU7”) and Does 1-25 in the Action (ECF No. 28) (the “CalFreight Cross-
13 Complaint”). CalFreight’s crossclaims in the CalFreight Cross-Complaint include express
14 contractual indemnity, implied and equitable indemnity, contribution, and declaratory relief.

15 On December 3, 2024, MSG filed a Cross-Complaint against Cencal and OU7 in the Action
16 (ECF No. 32) (the “MSG Cross-Complaint”). MSG’s crossclaims in the MSG Cross-Complaint
17 include civil theft and conversion.

18 Neither Cencal nor OU7 has appeared in the Action. On February 7, 2025, the Court entered
19 the default of OU7 and Cencal with respect to the MSG Cross-Complaint (ECF Nos. 45, 46).

20 Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) and (ii), MSG and CalFreight hereby enter into
21 this Joint Stipulation to Dismiss and Notice of Dismissal.

22 Based on above-stated facts, the Parties, through their respective counsel, have stipulated to
23 the following:

24 1. The Action shall be dismissed, in part with prejudice and in part without prejudice,
25 on the terms set forth herein.

26 2. MSG dismisses the Complaint against CalFreight (ECF No. 1) with prejudice.

27 3. CalFreight dismisses the Counterclaims against MSG and Roes 1-25 (ECF No. 27)
28 with prejudice.

1 4. CalFreight dismisses the CalFreight Cross-Complaint against OU7 and Cencal (ECF
2 No. 28) without prejudice.

3 5. MSG dismisses the MSG Cross-Complaint against OU7 and Cencal (ECF No. 32)
4 without prejudice.

5 6. The dismissals contemplated herein do not constitute any admission with respect to
6 the merits of any party's claims or defenses in this litigation.

7 7. Each party will bear its own costs and attorney's fees with respect to any claim or
8 defense that is dismissed this Joint Stipulation to Dismiss and Stipulated Notice of Dismissal.

9 Based on these stipulations, and good cause appearing, the Court dismisses the Complaint
10 filed by Plaintiff/Counter-Defendant/Cross-Complainant Milk Specialties Company d/b/a Milk
11 Specialties Global ("MSG") against Defendant/Counterclaimant/Cross complainant Sandair
12 Corporation d/b/a California Freight Sales ("CalFreight") (ECF No. 1) **with prejudice**.

13 The Court hereby dismisses the Counterclaims filed by CalFreight against MSG and Roes
14 1-25 in the Action (ECF No. 27) **with prejudice**.

15 The Court hereby dismisses the Cross-Complaint filed by CalFreight against Cross-
16 Defendants Cencal Transport LLC ("Cencal"), OU Freight LLC d/b/a O7 Umarov Co. (erroneously
17 named as O7 Umaroc Co.) ("OU7"), and Does 1-25 (ECF No. 28) **without prejudice**.

18 The Court hereby dismisses the Cross-Complaint filed by MSG against Cencal and OU7
19 (ECF No. 32) **without prejudice**.

20 IT IS SO ORDERED.

21 DATED: May 15, 2025.

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25 UNITED STATES DISTRICT JUDGE
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